

## **EXHIBIT G**

**From:** Roberto Garavagno <roberto.garavagno@givaudan.com>  
**Sent:** Wednesday, August 9, 2017 9:43 AM  
**To:** Steven Chen  
**Cc:** Holly You; Martinelli, Julie M  
**Subject:** Green Note 1 - notice of material breach  
**Attachments:** Scanner\_20170809\_153609.pdf

Dear Steven,

Please find attached Givaudan's notice of material breach with respect to the 1mioUSD payment performed in connection with Green Note 1. This letter is sent by courier as well.

Best regards,

Roberto

Givaudan



Phyto Tech Corp. d/b/a Blue California  
30111 Tomas  
Rancho Santa Margarita  
CA 92688, USA  
Facsimile No.: 949-635-988

Attention: Steven Chen

Vernier, 09.08.2017

Re: Material breach

Dear Steven,

Reference is made to the Limited Liability Agreement (as amended, the "JV Agreement") of BGN TECH LLC (the "Company"), dated as of February 21, 2014, by and among Givaudan SA ("Givaudan" or "we") and Phyto Tech Corp. d/b/a Blue California ("Blue California"). Capitalized terms used and not otherwise defined herein have the meanings ascribed to such terms under the JV Agreement. The Company's proposal to pursue Organism Development Green Note 1 (the "Project") is a Significant Matter under the JV Agreement. Under Section 7.09 of the JV Agreement, the proposal therefore requires unanimous approval of the Board. Such approval has not been given: Chris Thoen and Bill Marino voted his dissent as a member of the Board, and we have expressed our opposition in both email correspondence and in our letter dated July 31, 2017. We have also invoked the dispute resolution mechanics agreed upon by Givaudan and Blue California, as set out in Section 14.08 of the JV Agreement.

It has come to our attention that the Company, at the direction of Steven Chen [(who controls Blue California),] is pursuing the Project and that it has paid significant capital to Conagen Inc. (an entity controlled by Steven Chen) to pursue this Project.

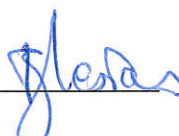
Moving forward with a Significant Matter without unanimous approval by the Board constitutes a Material Breach of the JV Agreement by Blue California.

This letter hereby serves as formal notice under Section 13.01(f) of the JV Agreement of a Material Breach by Blue California. We demand that the Material Breach be cured and that you provide us with evidence of that cure.

If you fail to cure within 60 days after receipt of this letter, we will seek remedies available to us under the law and the contract. To be clear, such remedies may include the forced dissolution of the Company, as is contemplated in Section 14.08 of the JV Agreement.

This letter is without prejudice to, and with full reservation, of the legal and equitable rights and remedies available to us, all of which are expressly reserved.

Yours sincerely,

   
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Roberto Garavagno  
Group Counsel

CC: Armstrong Teasdale LLP  
7700 Forsyth Blvd., Ste 1800, St.  
Louis, MO 63105  
Facsimile No.: 314-621-5065  
Attention: David Braswell

Paul, Weiss, Rifkind, Wharton &  
Garrison LLP  
1285 Avenue of the Americas  
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United States of America  
Attention: Aidan Synnott  
Julie Martinelli  
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